suit of his copartner, and it is submitted that the differences in their respective rights do not warrant the extension to cases of partners, of the rule of tenants in common and joint tenants. In the case of joint tenants and tenants in common there is no implied power in either or any of them to dispose of the whole chattel, while in the case of partnership, each partner is a general agent for the firm, and as shown above, he may sell the entire property of the firm, or at least such of the goods of the firm as are kept for the purpose of sale. If the sale was within the rights of the copartner, of course no action would lie, and in the cases that have been examined, no instance has been found where an action in conversion was allowed against the partner even where the sale was held to be wrongful.

The cases divide themselves into two general classes: (1) equitable actions against the copartner, or his vendees, or both, to have the sale set aside; *Wilcox* v. *Jackson*, 7 Colo. 521, 4 Pac. 966; *Hunter* v. *Waynick*, 67 Iowa 555: (2) action at law against his vendees; *Cayton* v. *Hardy*, 27 Mo. 536; *Doll* v. *Hennessy Mercantile Co.*, 33 Mont. 80. In the last case it is said in the argument of counsel that one partner cannot sue the other in replevin or trover, citing as authority POMEROY, REMEDIES and REMEDIAL RIGHTS (Ed. 2), pp. 266-8, 270. The following cases by analogy seem to deny the right to maintain conversion. Unless some of the goods have been destroyed, trespass will not lie for a sale by one partner, at the suit of his copartner, *Montjoys* v. *Holden*, Litt. Sel. Cas. 447, 12 Am. Dec. 331; a partner taking goods of the firm by force and delivering them to a third person is not liable therefor to his copartner, *Dana* v. *Gill*, 5 J.J. Marsh. 242, 20 Am. Dec. 255. But where a partner commits a distinct tort against his copartner in no way connected with the partnership business, he is liable in an action at law as any one else would be. *Pierce* v. *Thompson*, 6 Pick. 193; *Gilliam* v. *Loeb*, 131 Mo. App. 70, 109 S. W. 835. The clear result of all the authorities is that conversion will not lie against a partner for the mere unauthorized sale of the personal property of the firm if none of the goods were destroyed. 30 CYC. 468. To the extent that the court in the principal case departed from this rule, it would seem that the decision is wrong. H. R. C.

DOES A TAX DEED, VOID ON ITS FACE, GIVE COLOR OF TITLE?—This question is suggested by *Kit Carson Land Co.* v. *Rosenberry*, (Colo. 1912) 122 Pac. 72. In a brief decision the court answers this question in the negative and, consequently, decides that the defendant cannot predicate his claim to title by adverse possession upon such a tax deed. Upon the question presented there is a sharp division of authority, based more upon an arbitrary pronouncement of public policy, than upon any refinement of reasoning. Many learned courts have vainly attempted to reconcile the decisions, so the brevity of the decision now under discussion would probably not call for comment were it not for the fact that, without citation or discussion of authority, it overthrows what seems to have been the settled law in Colorado. *De Foresta* v. *Gast*, 20 Colo. 307, 38 Pac. 244; *Bennet* v. *North Colorado Springs Land & Improvement Co.* 23 Colo. 470, 48 Pac. 812, 58 Am. St. Rep. 281.

What constitutes color of title? The United States Supreme Court has defined color of title to be "that which in appearance is title, but in reality is no title," *Wright* v. *Mattison,* 18 How. 50. Therefore, "whenever an instrument by apt words of transfer from grantor to grantee, * * * in form passes what purports to be the title, it gives color of title," *Hall* v. *Law,* 102 U. S. 46, *Thomas* v. *Stickle,* 32 Iowa 71, *Veal* v. *Robinson,* 70 Ga. 809, *Dean* v. *Earley,* 15 Wis. 100; and this "even though a person of legal learning and experience may by a critical examination discover defects in the instrument fatal to its validity as a muniment of title," *De Foresta* v. *Gast, supra.* The main essential is that the description be sufficiently accurate to define the extent of the adverse claim, *Hoffman* v. *Harrington,* 28 Mich. 90, *Stovall* v. *Fowler,* 72 Ala. 77, *Wilson* v. *Atkinson,* 77 Cal. 485, 20 Pac. 66, 11 Am. St. Rep. 299, *Wilson* v. *Taylor,* 119 Mo. 626. 25 S. W. 199. Any instrument "in form a deed professing to convey the land in controversy, executed by a person having power under a given state of facts to make a deed that would pass title," gives color. *Seemuller* v. *Thornton,* 77 Tex. 156, 13 S. W. 846. But if the deed be void by reason of an ambiguity in the description it will not give color because it does not define the extent of the adverse claim. *Crumbley* v. *Busse.* 11 Tex. Civ. App. 319, 32 S. W. 438, *Brannon* v. *Henry,* 142 Ala. 698, 39 South, 92, 110 Am. St. Rep. 55.

Why should not a tax deed void on its face give color—why should it not start the running of the statute of limitations? What is the purpose of the statute of limitations if not to aid imperfect conveyances? "A person having a good and valid tax title, needs not the protection of the statute of limitations; and the object of the statute was to protect purchasers at tax sales against errors and mistakes of officers," *Cofer* v. *Brooks,* 20 Ark. 542, quoting from the dissenting opinion of Mr. Chief Justice TANEY in *Moore* v. *Brown,* 14 McLean, 211. The office of these statutes and the necessity for a sound construction is very elaborately discussed in *Pillow* v *Roberts,* 13 How. 472, 14 L. Ed. 228. "Statutes of limitation are founded on sound policy. They are statutes of repose, and should not be evaded by a forced construction. The possession which is protected by them must be adverse and hostile to that of the true owner. It is not necessary that he who claims their protection should have a good title, or any title but possession. * * * Statutes of limitation would be of little use if they protected those only who could otherwise show an indefeasible title to the land. Hence, color of title, even under a void and worthless deed, has always been received as evidence that the person in possession claims for himself, and of course adversely to all the world." Upon this question arises the first consideration of public policy, above adverted to, which has served to produce the existing conflict. Practically every decision, hereafter to be cited, supporting the doctrine in the principal case, lays much stress upon the fact that the term of the statute of limitations as applied to tax titles is much shorter than the regular statute of limitations; and that because of this, there must be a stricter construction. But why, if it is sound policy thus to sell land and convey it for the benefit of the State, is it not equally sound to give the purchaser the full benefit of the

statute of limitations? If it is sound policy to deprive a delinquent tax payer of his land after two, three, five or seven years of possession and payment of taxes by the purchaser, upon a defective record, not appearing on the face of the deed (and upon this all courts concur, *Doe* v. *Clayton,* 81 Ala. 391, 2 South, 24, *Webber* v. *Clarke,* 74 Cal. 11, 15 Pac. 431; *Scott* v. *Delany,* 87 Ill. 146, *Hoffman* v. *Harrington,* 28 Mich. 90, *Harrison* v. *Spencer,* 90 Mich. 586, 51 N.W. 642; *Lennig* v. *White* (Va.) 20 S.E. 831; *Bartlett* v. *Ambrose,* 78 Fed. 839, 24 C. C. A. 397, *English* v. *Powell,* 119 Ind. 93, 21 N. E. 458; *Michel* v. *Stream,* 48 La. 341, 19 South, 215, *Bartlet* v. *Kauder,* 97 Mo. 356, 11 S. W. 67, *Ricker* v. *Butler,* 45 Minn. 545, 48 N. W. 407) why is it not equally good public policy to deprive him of his land, under like conditions, when the error appears on the face of the deed? As said in *Bennet* v. *North Colorado Springs Land & Improvement Co., supra.* "The statute * * * is intended as a protection to a person holding in good faith under a mere colorable title—that is, under a title which is really no title."

This brings us to the second consideration of public policy. The courts supporting the principal case all affirm that if the grantee in the tax deed holds in good faith for the statutory period his possession will be protected, but in order to hold in good faith, he must believe his conveyance to be valid. *Nieto* v. *Carpenter,* 21 Cal. 455. (Subsequently over-ruled by *Wilson* v. *Atkinson,* 77 Cal. 485) *Waterhouse* v. *Martin,* Peck (Tenn.) 392 *Saxton* v. *Hunt,* 20 N. J. L. 487, *Davidson* v. *Combs,* 19 Ky. Law Rep. 1380,; and if the tax deed is void on its face the grantee cannot hold in good faith, for in such case the law conclusively presumes bad faith. *Bowman* v. *Wettig,* 39 Ill. 416. On the other hand the opposing authorities answer that bad faith cannot be imputed from a strict application of the maxim *"ignorantia legis neminem excusat,"* but that to amount to bad faith "the knowledge of the true character of the instrument by the occupant must be actual, and not such as would arise from the legal construction of the instrument." *Wilson* v. *Atkinson,* 77 Cal. 485, 20 Pac. 66, 11 Am. St. Rep. 299.

Again, another line of cases, of which *Doe d. Dunn* v. *Hearick,* 14 Ind. 242, is representative, hold that the fact of possession and the *quo animo* at its commencement are the true tests. If this be followed to its logical conclusion, we might say that a void deed, known by the grantee to be void, will evince his intention to hold adversely as surely as though its invalidity were unknown, and thus deduce a third theory entirely obviating the consideration of good faith. It is, however, not known that any case has gone this far.

It is thus apparent that the decisions cannot be reconciled, but only classified. The following cases will be found to hold that a tax deed, void on its face, gives color of title upon which may be predicated title by adverse possession: *Wilson* v. *Atkinson,* 77 Cal. 485, 20 Pac. 66, 11 Am. St. Rep. 299; *Seemuller* v. *Thornton,* 77 Tex. 156, 13 S. W. 846; *Hoge* v. *Magnes,* 85 Fed. 355, 29 C. C. A. 564; *Dorlan* v. *Westervitch,* 140 Ala. 283, 37 South 382, 103 Am. St. Rep. 35; *Pence* v. *Miller,* 140 Mich. 205, 103 N. W. 582; *Wilson* v. *Taylor,* 119 Mo. 626, 25 S. W. 199; *Power* v. *Kitching,* 10 N. D. 254, 86 N. W. 737, 88 Am. St. Rep. 691; *State* v. *Harman,* 57 W. Va. 447, 50 S. E. 828;

Leffingwell v. *Warren*, 2 Black, 599, *Pugh* v. *Youngblood*, 69 Ala. 296; *Gatling* v. *Lane*, 17 Neb. 77; *Stovall* v. *Fowler*, 72 Ala. 77; *Pillow* v. *Roberts*, 13 How, 472; *Deputron* v. *Young*, 134 U. S. 241, 10 Sup. Ct. 539, 33 L. Ed. 923; *Hamilton* v. *Boggess*, 63 Mo. 233: *Edgerton's Admr.* v. *Bird*, 6 Wis. 527, 70 Am. Dec. 473; *Smith* v. *Shattuck*, 7 Pac. (Or.) 335; *Ricker* v. *Butler*, 45 Minn. 545, 48 N. W. 407; *Chi. R. I. etc. Ry. Co.* v. *Allfree*, 64 Iowa 500, 20 N. W. 779: *Stevens* v. *Johnson*, 55 N. H. 405: *Cofer* v. *Brooks*, 20 Ark. 542; *De Foresta* v. *Gast*, 20 Colo. 307, 38 Pac. 244; *Bennet* v. *North Colo. Springs Land & Improvement Co.*, 23 Colo. 470, 48 Pac. 812, 58 Am. St. Rep. 281.

The cases of *Oconto Co.* v. *Jerrard*, 46 Wis. 317, and *Moore* v. *Brown*, *supra*, sometimes cited in opposition to the principle laid down in the above cases, are distinguishable. They hold that a deed upon the face of which it appears that the grantor had no right to convey does not give title.

In support of the principal case may be cited: *Redfield* v. *Parks*, 132 U. S. 239, 10 Sup. Ct. 83, 33 L. Ed. 327; *Keefe* v. *Bramhall*, 3 Mackey, 551. *Bowman* v. *Wettig*, 39 Ill. 416; *Waterson* v. *Devoe*, 18 Kan. 223; *Burns* v. *Edwards*, 163 Ill. 494, 45 N. E. 113; *Hall* v. *Hodge*, 18 Kan. 277; *Mason* v. *Crowder*, 85 Mo. 526; *Sheehy* v. *Hinds*, 27 Minn. 259; *Cutler* v. *Hurlbut*, 29 Wis. 152; *Wofford* v. *McKinna*, 23 Tex. 36; *Hardin* v. *Crate*, 60 Ill. 215.

Burns v. *Edwards*, *supra*, and *Hardin* v. *Crate*, *supra*, may at first glance appear to be erroneously classified. In the former the deed was to a partnership. It was held that this conveyed but an equitable estate, and an equitable title will not give color; in the latter, the grantee had acted on what the Supreme Court had intimated to be the law, but had afterwards decided not to be the law. Under such circumstances the court said it would not presume bad faith. But in both decisions the principle for which they are cited was expressly recognized. A. C. L.

INTERFERENCE WITH EMPLOYMENT BY TRADE UNION.—The question of the right of laborers to quit employment, and of labor unions to call strikes, as shown in court decisions, has brought forth many interesting judicial opinions. In England, a complete reversal of the early law was necessary to attain the present position of the courts, while in the United States the advance has been marked by the application of principles of law to new sets of facts, rather than by any radical changes in the rules of law themselves. An interesting situation has been recently dealt with by the Massachusetts Supreme Court in *Minasian* v. *Osborne, et al.* (Mass. 1911) 96 N. E. 1036.

M. M., a skilled laster had a contract of employment with a shoe manufacturing company, terminable at the will of either. With the consent of his employer, he employed his father, H. M., who could not do the work of a skilled laster, as a helper. No contract existed between the company and H. M. All the employees of the company did "piece work" and M. M. received the payment for all the work that he and his father did. Father and son were, or had been, members of an unincorporated association known as the Lasters' Union, to which all of the other employees belonged, and of